

EXHIBIT B



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Chicago Columbus DuPage County, Ill.
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February 21, 2019

WRITER'S DIRECT NUMBER: (312) 726-6244
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EMAIL: Jason.Torf@icemiller.com

VIA E-MAIL and OVERNIGHT DELIVERY

Cosi, Inc.
Attn: VP Supply Chain
294 Washington St.
Suite 510
Boston, MA 02108
Jennifer.Silveira@getcosi.com

Cosi, Inc.
Attn: General Counsel
294 Washington St.
Suite 510
Boston, MA 02108
vbaue@getcosi.com

Re: Notice of Default and Demand for Payment

Dear Ms. Silveira and Ms. Baue:

I am writing as legal counsel for Gordon Food Service, Inc. ("GFS"). Reference is hereby made to that certain Cosi, Inc. Foodservice Distribution Agreement dated March 11, 2016 (the "Agreement") by and among Distribution Market Advantage, Inc., GFS, Ben E. Keith Company and Cosi, Inc. ("Cosi"). I am writing to confirm the occurrence of an event of default under the Agreement for Cosi's failure to satisfy its payment obligations under the Agreement and related invoices when due.

GFS supplied various products to Cosi from October 2018 to January 2019 totaling \$1,232,333.52 (the "Past Due Balance") for which Cosi has not paid. Pursuant to Section 14.2 of the Agreement, the Schedule attached thereto, and the unpaid invoices, payment terms were net 14 days weekly. Accordingly, the entire Past Due Balance is beyond terms. Further, pursuant to Section 18.8 of the Agreement, this shall serve as notice that, because at least one invoice is beyond terms, all invoices that are not otherwise beyond their stated terms are hereby immediately due and payable. The Past Due Balance includes interest at a rate regularly charged by GFS on unpaid customer accounts, as permitted by Section 18.3. of the Agreement.

In addition, as you know, Cosi terminated the Agreement effective as of February 8, 2019. As a result of your termination of the Agreement, Cosi was obligated pursuant to Section 19.4 of the Agreement to purchase all remaining inventory of Proprietary Products held by GFS. Cosi has failed to do so within the time periods prescribed by Section 19.4 and, therefore, pursuant to Section 19.4.6. of the Agreement, Cosi is obligated to pay the full Price for the Proprietary Products. This amount totals \$92,960.00 (the "Proprietary Products Balance").

Cosi is in default under the Agreement for its failure to pay GFS' invoices representing the Past Due Balance and for its failure to pay GFS the Proprietary Products Balance. GFS hereby demands the payment of \$1,325,293.52 (the "Total Balance Due"), representing the Past

Julie LaMar
February 21, 2019
Page 2

Due Balance plus the Proprietary Products Balance, within five (5) days hereof (the "Payment Due Date"). The Total Balance Due does not presently include costs and expenses of collection, including reasonable attorneys' fees and costs, that Cosi is additionally obligated to pay to GFS pursuant to Section 18.10. of the Agreement and as to which GFS reserves all of its rights.

GFS reserves all of its rights at remedies available at law and in equity. In the event that Cosi fails to pay the Total Balance Due by the Payment Due Date, GFS will seek to collect that amount and any other amounts that may be due and owing under the Agreement by initiating a lawsuit against Cosi. Pursuant to Section 28.7. of the Agreement, any remedies available to or exercised by GFS are cumulative and are not exclusive.

Very truly yours,



Jason M. Torf

cc: Sharon Murphy (via e-mail - sharon.vet@gfs.com)
Julie LaMar (via e-mail - julie.lamar@gfs.com)